

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

**I. CONTRACT INFORMATION:**

Agency/Department: Auditor of Accounts/ **Contract #:** 35793 **Amendment #:** #6  
**Vendor Name:** McSoley McCoy & Co **VISION Vendor No:** 301563  
 Vendor Address: 118 Tilley Drive, Suite 202, S. Burlington, VT 05403  
**Starting Date:** 7/1/2018 **Ending Date:** 6/30/2024 **Amendment Date:** 7/1/2022  
**Summary of agreement or amendment:** Eight partial year sheriff audits required under 24 V.S.A. §290b(c) due to the departure of previous sheriffs. (See Attachment B #7 of the original contract)

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$329,550.00 Prior Maximum: \$ 278,750.00 Prior Contract # (If Renewal):  
 Current Amendment: \$50,800.00 Cumulative amendments: \$ % Cumulative Change:  
**Business Unit(s):** 1250; ; - [notes: ] **VISION Account(s):** 507600;

Estimated Funding Split:  % GF  % SF  % EF  % Other  
 % TF  % GC  % FF Direct billed to sheriffs (name)

**III. PROCUREMENT & PERFORMANCE INFORMATION**

A. Identify applicable procurement process utilized.  
 Standard Bid/RFP  Simplified  Sole Source (See B.)  Qualification Based Selection  Statutory  
 B. If Sole Source Contract, contract form includes self-certification language?  Yes  N/A  
 C. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service?  Yes  No

**IV. TYPE OF AGREEMENT (select all that apply)**

Personal Service  Construction  Arch/Eng.  Marketing  Info. Tech.  Prof. Service  
 Non-Personal Service  Retiree/Former SOV EE  Financial Trans  Zero-Dollar  Privatization  Other  
 Commodity

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

**VI. CONTRACTING PLAN APPLICABLE**

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.  
 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)  
 Yes  No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: \_\_\_\_\_ (AAG initial)  
 Yes  No Agreement must be approved by the Secretary of ADS/CIO  
 Yes  No Agreement must be approved by the CMO: for Marketing services over \$25,000  
 Yes  No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.  
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information (sign in order):  
 DocuSigned by: *[Signature]* 3/14/2023

<b>1-Date</b>	<b>1-Agency/Department Head</b>	<b>2-Date</b>	<b>2-Agency Secretary (if required)</b>
<b>3a-Date</b>	<b>3a-CIO</b>	<b>3b-Date</b>	<b>3b-CMO</b>
<b>3c-Date</b>	<b>3c-Commissioner DHR</b>	<b>3c-Date</b>	<b>3c-Commissioner DHR</b>
<b>4-Date</b>	<b>4-Attorney General</b>	<b>5-Date</b>	<b>5-Secretary of Administration</b>

**STATE OF VERMONT  
CONTRACT # 35793  
AMENDMENT #6**

It is hereby agreed by and between the State of Vermont, State Auditor's Office (the "State") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract #35793 as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$278,750 to \$329,550, representing an increase of \$50,800.
  
- II. **Attachment A, Scope of Services.** The Scope of Services as agreed to in Attachment A – Statement of Work is unchanged. The addition to the maximum amount above is due to the need to produce eight transition audits resulting from sheriff departures in 2023.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

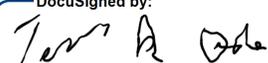
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

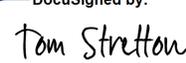
This contract amendment consists of 2 pages. Except as modified by this Amendment #6, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment #6 to Contract #35793.

STATE OF VERMONT

CONTRACTOR NAME

DocuSigned by:  
By:   
02F0369398F9483...

DocuSigned by:  
By:   
D41168A7F52C429...

Name: Tim Ashe

Name: Tom Stretton

Title: Deputy State Auditor

Title: Partner, McSoley McCoy & Co.

Date: 3/15/2023

Date: 3/15/2023

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: Auditor of Accounts/ Contract #: 35793 Amendment #: #5
Vendor Name: McSoley McCoy & Co VISION Vendor No: 301563
Vendor Address: 118 Tilley Drive, Suite 202, S. Burlington, VT 05403
Starting Date: 7/1/2018 Ending Date: 6/30/2024 Amendment Date: 7/1/2022
Summary of agreement or amendment: Extension of contract for one two-year auditing cycle

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$278,750.00 Prior Maximum: \$ 189,850.00 Prior Contract # (If Renewal):
Current Amendment: \$88,900.00 Cumulative amendments: \$ 12,050.00 % Cumulative Change: 13 %
Business Unit(s): 1250; ; - [notes: ] VISION Account(s): 507600;
Estimated Funding Split: 100% GF % SF % EF % Other
% TF % GC % FF (name)

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized.
[X] Standard Bid/RFP [ ] Simplified [ ] Sole Source (See B.) [ ] Qualification Based Selection [ ] Statutory
B. If Sole Source Contract, contract form includes self-certification language? [ ] Yes [X] N/A
C. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? [ ] Yes [ ] No

IV. TYPE OF AGREEMENT (select all that apply)

[X] Personal Service [ ] Construction [ ] Arch/Eng. [ ] Marketing [ ] Info. Tech. [X] Prof. Service
[ ] Non-Personal Service
[ ] Commodity [ ] Retiree/Former SOV EE [ ] Financial Trans [ ] Zero-Dollar [ ] Privatization [ ] Other

V. SUITABILITY FOR CONTRACT FOR SERVICE

[X] Yes [ ] No [ ] n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? [ ] Yes [X] No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.
[ ] Yes [X] No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

[ ] Yes [X] No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
[X] Yes [ ] No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: (AAG initial)
[ ] Yes [X] No Agreement must be approved by the Secretary of ADS/CIO
[ ] Yes [X] No Agreement must be approved by the CMO: for Marketing services over \$25,000
[ ] Yes [X] No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.
[X] Yes [ ] No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

Table with 5 columns: 1-Date, 1-Agency/Department Head, 2-Date, 2-Agency Secretary (if required), 3a-Date, 3a-CIO, 3b-Date, 3b-CMO, 3c-Date, 3c-Commissioner DHR, 4-Date, 4-Attorney General, 5-Date, 5-Secretary of Administration. Includes signatures of Jason Aronowitz, Jesse Moorman, and Ryan R. Fink.

**DOUGLAS R. HOFFER**  
**STATE AUDITOR**



**STATE OF VERMONT**  
**OFFICE OF THE STATE AUDITOR**

**TO: Kristin Clouser, Acting Secretary of Administration**  
**FROM: Tim Ashe, Deputy State Auditor**  
**DATE: November 16, 2021**  
**SUBJECT: Bulletin 3.5 Waiver Concerning Contract Extension**

Secretary Clouser:

Per 24 V.S.A. §290b(e), each Sheriff's Department is required to be audited once every two years by a public accountant. As such, the complete cycle of this work is conducted over two years, rather than one.

Our office contracted with McSoley McCoy & Co to perform this work on an initial two-year contract commencing July 1, 2018. That contract totaled \$88,900 (additions to the scope of work ultimately increased the total to \$100,950). In light of the two-year nature of the sheriff audit cycle, we requested and were granted permission to extend the contract with McSoley once for an additional two years of work. That contract extension totaled \$88,900, and expires June 30, 2022.

We are now requesting approval of a waiver to extend the McSoley contract for one additional two-year term (from July 1, 2022 – June 30, 2024) rather than being required to re-bid the work.

The primary benefit of a two-year contract term continues to be the compatibility with the two-year cycle to audit all of the sheriffs.

What justifies approving this extension request, however, is that after recently completing a series of revisions to the sheriffs' accounting manual, McSoley conducted a training for all sheriffs' departments on those updates while also providing a refresher course on best practices. Staff from each of the fourteen sheriffs' departments attended as did nearly every sheriff. McSoley has been fielding questions and providing guidance since. Extending McSoley's contract for an additional round of audits will provide continuity as our office, through McSoley, continues to modernize and improve the sheriffs' accounting practices. Their unrivaled experience in this niche accounting sector, and the extremely cost-effective rates they have been performing at, justify an extension.

I would be happy to answer any questions, and thank you for your consideration.

DocuSigned by:

*Kristin L. Clouser - Deputy Secretary of Administration*

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132 State Street • Montpelier, Vermont 05633-5101  
Auditor: (802) 828-2281 • Toll-Free (in VT only): 1-877-290-1400 • Fax: (802) 828-5599  
email: aud.auditor@vermont.gov • website: www.auditor.vermont.gov

**STATE OF VERMONT  
CONTRACT  
AMENDMENT**

It is hereby agreed by and between the State of Vermont, State Auditor's Office (the "State") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract #35793 as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$189,850 to \$278,750, representing an increase of \$88,900. (total of 14 additional audits at \$6,350/audit).
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2022 to June 30, 2024.
- III. **Attachment A, Scope of Services.** The Scope of Services as agreed to in Attachment A – Statement of Work is amended at section 2 to add:

For the fiscal year ending June 30, 2023, the following Vermont Sheriff Department Counties will be audited:

Addison County	Grand Isle County
Caledonia County	Lamoille County
Essex County	Orleans County
Franklin County	Rutland County

The eight audits (above counties) for the year ending June 30, 2022 shall be completed and reports submitted to each County Sheriff and to the State Auditor no later than December 31, 2022.

For the fiscal year ending June 30, 2023, the following Vermont Sheriff Department Counties will be audited:

Bennington County	Washington County
Chittenden County	Windham County
Orange County	Windsor County

The six audits (above counties) for the year ending June 30, 2023 shall be completed and reports submitted to each County Sheriff and to the Auditor no later than December 31, 2023.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This contract amendment consists of 2 pages. Except as modified by this Amendment #5, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment #5 to Contract #35793.

STATE OF VERMONT

CONTRACTOR NAME

By:   
02F0369398F9483...

By:   
1D9FE60616364C0...

Name: Tim Ashe

Name: \_\_\_\_\_

Title: Deputy State Auditor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION** ----- Form AA-14 (7/1/2016)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

**I. CONTRACT INFORMATION:**

Agency/Department: Auditor of Accounts/ Contract #: 35793 Amendment #:   
 Vendor Name: McSoley McCoy & Co. VISION Vendor No: 301563   
 Vendor Address: 118 Tilley Drive, Suite 202, South Burlington, VT 05403   
 Starting Date: 7/1/2018 Ending Date: 6/30/2020 Amendment Date:   
 Summary of agreement or amendment: Professional services related to the audit of 14 county sheriffs' departments. Per 24 V.S.A. 290b (e), the contract amount is split three ways--one third each to State Auditor's Office, the Agency of Administration and the County Sheriffs' Departments.

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$88,900.00 Prior Maximum: \$ Prior Contract # (If Renewal):   
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change:   
 Business Unit(s): 1250; ; - [notes: ] VISION Account(s): 507600;   
 Estimated Funding Split: 

100.00 % GF	% SF	% EF	% Other
% TF	% GC	% FF	(name)

**III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)**

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:   
 Standard Bid/RFP  Simplified  Sole Source  Qualification Based Selection  Statutory   
 B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service?  Yes  No

**IV. TYPE OF AGREEMENT (select all that apply)**

Personal Service  Construction  Arch/Eng.  Marketing  Info. Tech.  Prof. Service  Data Use   
 Non-Personal Service  Retiree/Former SOV EE  Financial Trans  Zero-Dollar  Privatization  Other   
 Commodity

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a Does this contract meet the federal determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

**VI. CONTRACTING PLAN APPLICABLE**

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.   
 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)   
 Yes  No I request the Attorney General review this agreement As To Form: 8 (AAG initial)   
 Yes  No Agreement must be approved by the Comm. of DII/CIO: for IT hardware, software or services and Telecommunications over \$500,000   
 Yes  No Agreement must be approved by the CMO: for Marketing services over \$25,000   
 Yes  No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees & Former Employees   
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information (sign in order):   
 2/20/18 [Signature]   

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
3a-Date	3a-CIO	3b-Date	3b-CMO
3c-Date	3c-Commissioner DHR		
4-Date	4-Attorney General	5-Date	5-Secretary of Administration

2018 - 01395

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, State Auditor's Office (hereinafter called "the Auditor"), and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont, (hereinafter called "Contractor"). Contractor's form of business organization is a domestic profit corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of audit services. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$88,900.00.

4. **Contract Term.** The period of Contractor's performance shall begin on July 1, 2018 and end on June 30, 2020. The contract may be extended for an additional two years subject to the agreement of both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D - Other Provisions

9. *Order of Precedence.* Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

Date: 2/20/18

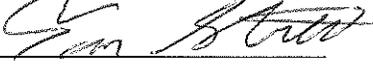
Signature: 

Name: Doug Hoffer

Title: State Auditor

By the Contractor: McSoley McCoy & Co.

Date: 3/20/18

Signature: 

Name: Tom Stretton

Title: Audit Partner

**ATTACHMENT A – STATEMENT OF WORK**

1. The Contractor shall be responsible for:
  - a. An audit of the financial statements for each of the 14 County Sheriffs' Departments, in accordance with auditing standards generally accepted in the United States of America and with *Government Auditing Standards*.
  - b. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards* for each of the 14 County Sheriffs' Departments.
  - c. The Contractor will also prepare and deliver to the Sheriff and the Auditor a management letter containing findings and recommendations for corrective actions for each of the 14 County Sheriffs' Departments.

2. The 14 audits shall be performed according to the following schedule.

For the year ended June 30, 2018:

Addison County	Grand Isle County
Caledonia County	Lamoille County
Essex County	Orleans County
Franklin County	Rutland County

The eight audits for the year ended June 30, 2018 shall be completed and reports submitted to the County Sheriff and to the Auditor no later than December 31, 2018.

For the year ended June 30, 2019:

Bennington County	Washington County
Chittenden County	Windham County
Orange County	Windsor County

The six audits for the year ended June 30, 2019 shall be completed and reports submitted to the County Sheriff and to the Auditor no later than December 31, 2019.

3. The Contractor also agrees to the following:
  - a. Contractor will supply to the Auditor all records and work papers associated with the audits upon request. Any engagement letter between the Contractor and Sheriff's Department shall include this provision.
  - b. The Contractor agrees to inform the Auditor in a timely manner if any of the following occur: (1) anticipated delays in delivery of the audit reports, (2) when the Contractor is considering issuing an opinion other than one that is "clean" or unqualified, or (3) deficiencies in internal control over financial reporting that could result in a finding of material weakness.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Upon delivery of the final audit reports to the County Sheriff and the Auditor, the Contractor shall submit a separate invoice for each audit to the Auditor. After review of each audit report, the Auditor will pay the corresponding invoice.
4. For the eight audits conducted for the year ending June 30, 2018, the Contractor shall be paid \$6,350 for each required audit, or a total of \$50,800. For the six audits conducted for the year ending June 30, 2018, the Contractor shall be paid \$6,350 for each required audit, or a total of \$38,100. The agreed-upon charges for the audits are all-inclusive and no additional charges will be accepted.
5. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. All invoices must include the Contract # for this contract.
6. Invoices shall be submitted to the State at the following address:

Kathy O'Rourke  
[kathy.orourke@vermont.gov](mailto:kathy.orourke@vermont.gov)  
132 State Street  
Montpelier, VT 05602
7. Should a transition audit be required, per 24 V.S.A. §290b (c), the Auditor will amend this contract and Contractor will perform the work as specified in Attachment A and shall be paid \$6,350.
8. If the Auditor's Office exercises its option to extend the contract an additional two years, the Contractor shall be paid \$6,350 (fixed) for each required audit, or a total of \$50,800 for the eight required audits for the year ending June 30, 2020, and a total of \$38,100 for the six required audits for the year ending June 30, 2021.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or

partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**ATTACHMENT D  
OTHER CONTRACT PROVISIONS**

1. **Professional Liability Insurance.** Before commencing work on this contract and throughout the term of this contract, contractor shall procure and maintain professional liability insurance for all services performed under this contract, with minimum coverage of \$1,000,000 per occurrence and \$1,000,000 per policy aggregate.
  
2. **Mediation.** Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. If the differences are not resolved through mediation the parties may pursue legal remedies as provided in Attachment C, paragraph 3.

Contract # 35793  
Amendment # 1STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, State Auditor's Office, (hereinafter called the "Auditor") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (hereinafter called the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract # 35793, as amended to date, (hereinafter called "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$88,900 to \$81,900, representing a decrease of \$7,000.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall remain unchanged.
- III. **Attachment A, Scope of Services.** The scope of services shall remain unchanged.
- IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows: The cost for each of the six (6) audits for year ending June 30, 2017 (audit performed in SFY18) and the cost for each of the eight (8) audits for year ending June 30, 2018 (audit performed in SFY19), for a total of fourteen (14) audits, will be reduced by \$500 each, a total reduction of \$7,000. This reduction will be realized by deducting \$2334/\$2333/\$2333 respectively, from the last three invoices issued for Audit year 2018 (invoiced in SFY19). This reduction addresses noncompliance with the original contract's statement of work that stipulated audits of the 14 County Sheriff's Departments shall be conducted in accordance with generally accepted Government Auditing Standards.
- V. **Attachment C, Standard State Provisions for Contracts and Grants.** To remain in effect as negotiated in the original contact.
- VI. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Contract # 35793  
Amendment # 1

VII. **Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of two (2) pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

CONTRACTOR NAME

By: 

By: 

Name: Andrew Stein

Name: Tom Stretton

Title: Deputy VT State Auditor

Title: Partner

Date: 1/8/19

Date: 1/8/19

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, State Auditor's Office, (hereinafter called the "Auditor") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (hereinafter called the "Contractor") that the contract between them originally dated July 1, 2018, Contract # 35793, as amended to date, (hereinafter called "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$81,900 to \$94,600, representing an increase of \$12,700.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall remain unchanged.
- III. **Attachment A, Scope of Services.** The scope of services shall remain unchanged.
- IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows and are due to the need for two transition audits as required - see Attachment B - Payment Provisions of the original contract, Paragraph 7, regarding transition audits as required, per 24 V.S.A Sec.290b (c), for which there will be two, Franklin and Addison County, in SFY19. The cost for each transition audit will be \$6,350, for a total contract increase of \$12,700.
- V. **Attachment C, Standard State Provisions for Contracts and Grants.** To remain in effect as negotiated in the original contact.
- VI. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

VII. **Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing-contracting/debarment>.

This document consists of two (2) pages. Except as modified by this Amendment No. 2 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**CONTRACTOR NAME**

By: 

By: 

Name: Andrew Stein

Name: Tom Stretton

Title: VT Deputy State Auditor

Title: Partner

Date: 1/10/19

Date: 1/11/19

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, State Auditor's Office, (hereinafter called the "Auditor") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (hereinafter called the "Contractor") that the contract between them originally dated July 1, 2018, Contract # 35793, as amended to date, (hereinafter called "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$94,600 to \$100,950, representing an increase of \$6,350.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall remain unchanged.
- III. **Attachment A, Scope of Services.** The scope of services shall remain unchanged.
- IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows and are due to the need for one additional transition audit as required - see Attachment B - Payment Provisions of the original contract, Paragraph 7, regarding transition audits as required, per 24 V.S.A Sec.290b (c), for which this Amendment #3 represents one additional transition audit for Orleans County. The cost for a transition audit is \$6,350, increasing the maximum amount of this contract from \$94,600 to \$100,950, representing a \$6,350 contract increase.
- V. **Attachment C, Standard State Provisions for Contracts and Grants.** To remain in effect as negotiated in the original contract.
- VI. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Contract # 35793  
Amendment # 3

VII. **Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at:  
<http://bgs.vermont.gov/purchasing-contracting/debarment>.

This document consists of two (2) pages. Except as modified by this Amendment No. 3 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**CONTRACTOR NAME**

**By:** E-SIGNED by Andrew Stein  
on 2020-04-30 16:04:30 EDT

**By:** E-SIGNED by Tom Stretton  
on 2020-04-30 16:09:34 EDT

**Name:** Andrew Stein

**Name:** \_\_\_\_\_

**Title:** VT Deputy State Auditor

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note: All sections must be completed. Incomplete forms will be returned to the originating department.****I. CONTRACT INFORMATION:**

Agency/Department: Auditor of Accounts/ **Contract #: 35793 Amendment #: #4**  
**Vendor Name:** McSoley McCoy & Co **VISION Vendor No: 301563**  
Vendor Address: 118 Tilley Drive, Suite 202, S. Burlington, VT 05403  
**Starting Date:** 7/1/2020 **Ending Date:** 6/30/2022 **Amendment Date:** 07/01/2020  
**Summary of agreement or amendment:** Extend Contract for two additional years (initial 7/1/18-6/30/20)

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$189,850 Prior Maximum: \$ 100,850.00 Prior Contract # (If Renewal):  
Current Amendment: \$88,900.00 Cumulative amendments: \$ 189,850 % Cumulative Change:  
**Business Unit(s):** 1250; ; - [notes: ] **VISION Account(s): 507600;**  
Estimated Funding Split:  100% GF  % SF  % EF  % Other (name)  
 % TF  % GC  % FF

**III. PROCUREMENT & PERFORMANCE INFORMATION**

A. Identify applicable procurement process utilized.

 Standard Bid/RFP  Simplified  Sole Source (See B.)  Qualification Based Selection  Statutory
B. If Sole Source Contract, contract form includes self-certification language?  Yes  N/AC. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service?  Yes  No**IV. TYPE OF AGREEMENT (select all that apply)**
 Personal Service  Construction  Arch/Eng.  Marketing  Info. Tech.  Prof. Service  
 Non-Personal Service  
 Commodity  Retiree/Former SOV EE  Financial Trans  Zero-Dollar  Privatization  Other
**V. SUITABILITY FOR CONTRACT FOR SERVICE**
 Yes  No  n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.
**VI. CONTRACTING PLAN APPLICABLE**Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan?  Yes  No**VII. CONFLICT OF INTEREST**

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)
**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**
 Yes  No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)  
 Yes  No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: \_\_\_\_\_ (AAG initial)  
 Yes  No Agreement must be approved by the Secretary of ADS/CIO  
 Yes  No Agreement must be approved by the CMO: for Marketing services over \$25,000  
 Yes  No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.  
 Yes  No Agreement must be approved by the Secretary of Administration
**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL***I have made reasonable inquiry as to the accuracy of the above information (sign in order):*

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)		
	E-SIGNED by Doug Hoffer on 2020-07-02 14:06:32 EDT				
3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
					E-SIGNED by Susan Zeller on 2020-07-08 10:10:42 EDT
4-Date	4-Attorney General	5-Date	5-Secretary of Administration		

**DOUGLAS R. HOFFER**  
**STATE AUDITOR**



**STATE OF VERMONT**  
**OFFICE OF THE STATE AUDITOR**

**TO:** Susanne Young, Secretary of Administration  
**FROM:** Doug Hoffer, State Auditor  
**DATE:** July 1, 2020  
**SUBJECT:** Bulletin 3.5 Waiver Concerning Contract Amendment Extension

In accordance with [24 V.S.A. §290b\(e\)](#), each Sheriff's Department is required to be audited once every two years by a public accountant. As such, the complete cycle of this work is conducted over two years, rather than one. We are, therefore, seeking a waiver from Bulletin 3.5 IX 3 b, which says that the contract can be extended for two additional one-year periods for a total maximum of four years. Instead, we would like to extend the contract once for a two-year period for the same maximum overall contract length of four years. We are proposing one amendment for two years rather than two one-year amendments because it will streamline the administration of the contract and ensure consistency over the next cycle of Sheriff audits.

This amendment to extend this competitively procured contract with McSoley, McCoy & Co would therefore be for two years upon your and the parties' approval.

E-SIGNED by Jason Aronowitz  
on 2020-07-08 10:09:25 EDT

**STATE OF VERMONT  
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, State Auditor’s Office (the "State") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract #35793 as amended to date, (the “Contract”) is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$100,950 to \$189,850, representing an increase of \$88,900. (total of 14 additional audits at \$6,350/audit).
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2020 to June 30, 2022.
- III. **Attachment A. Scope of Services.** The Scope of Services as agreed to in Attachment A – Statement of Work is amended at section 2 to add:

For the fiscal year ending June 30, 2020, the following Vermont Sheriff Department Counties will be audited:

Addison County	Grand Isle County
Caledonia County	Lamoille County
Essex County	Orleans County
Franklin County	Rutland County

The eight audits (above counties) for the year ending June 30, 2020 shall be completed and reports submitted to each County Sheriff and to the State Auditor no later than December 31, 2020.

For the fiscal year ending June 30, 2021, the following Vermont Sheriff Department Counties will be audited:

Bennington County	Washington County
Chittenden County	Windham County
Orange County	Windsor County

The six audits (above counties) for the year ending June 30, 2021 shall be completed and reports submitted to each County Sheriff and to the Auditor no later than December 31, 2021.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Contract #35793  
Amendment #4

**Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 3 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment #4 to the Contract #35793.

**STATE OF VERMONT**

E-SIGNED by Doug Hoffer  
By: \_\_\_\_\_ on 2020-07-02 12:23:00 EDT

Name: **Doug Hoffer**

Title: **Vermont State Auditor**

Date: \_\_\_\_\_

**CONTRACTOR NAME**

E-SIGNED by Tom Stretton  
By: \_\_\_\_\_ on 2020-07-02 14:07:45 EDT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_